

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1	OF PAGES 78	
2. CONTRACT (Proc. Inst. Ident.) NO. HSTS04-05-D-RED145		3. EFFECTIVE DATE See Block 20 c		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 21-05-205RED145			
5. ISSUED BY Transportation Security Administration 701 South 12 th Street, 10 th Floor Arlington, VA 22202				6. ADMINISTERED BY (If other than Block 5) Transportation Security Administration Attn: Mr. Jamie Thompson, Contracting Officer 701 South 12 th Street, 10 th Floor Arlington, VA 22202			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code) Reveal Imaging Technologies, Inc. 201 Burlington Road Bedford, MA 01730 Attn: Michael Ellenbogen, President				8. DELIVERY <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> OTHER (See Below) =====			
				9. Discount for Prompt Payment: _____ 0 % =====			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: Section G.4			
11. SHIP TO/MARK FOR: Mr. Bob Pryor				12. PAYMENT WILL BE MADE BY: See Section G.4			
13. RESERVED for TSA:				*14. ACCOUNTING AND APPROPRIATION DATA:			
13.a RESERVED for TSA				*(Shall be Identified on each Delivery Order) 5 RD05XA000D 2005 RED020 2300 GE0000 2300 3F00 RED000 3F2 000000000000 251B			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	See Section B.2						
15G. TOTAL AMOUNT OF CONTRACT						\$3,369,581.00	
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CONTRACTING OFFICER WILL COMPLETE 17 OR 18 AS APPLICABLE

17 ☒ **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications and specifications, as are attached or incorporated by reference herein. (Attachment(s) are listed herein.)

19A. NAME AND TITLE OF SIGNER (Type or print)
Michael Ellenbogen, President & CEO

19B. NAME OF CONTRACTOR
BY

19C. DATE SIGNED
3/23/05

18. ☐ **AWARD** (Contractor is not required to sign this document.) Your offer or Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) Government's solicitation and our offer, and (b) this award/contract. No further contractual document is necessary.

20A. NAME OF CONTRACTING OFFICER
Jamie Thompson

20B. UNITED STATES OF AMERICA
BY

20C. DATE SIGNED
30 March 2005

SECTION B - SUPPLIES/SERVICES & PRICE/COST

B.1 IDENTIFICATION OF SUPPLIES/SERVICES

The Contractor shall provide the following supplies and services in accordance with the terms and conditions of this contract, for a one-year performance period commencing with the date of contract award. All Contract Line Items Numbers (CLINs) will be activated by means of a delivery order or task order.

This contract shall give the Government/TSA the right to purchase up to eight (8) of the following type of EDS Systems: Reveal CT-80 EDS System(s) currently manufactured by Reveal Imaging Technologies, Inc., Bedford, Massachusetts

B.2 CONTRACT LINE ITEM NUMBERS (CLINs)

B.2.1 The following line items will be ordered in accordance with the contract amounts set forth below:

CLIN TABLE: PRICING

CLINs		Contract Type	Minimum QTY	Maximum QTY	Unit Price (\$)	Maximum Total (\$)
Equipment/ Hardware						
0001	CT-80 EDS System/ Dedicated Workstation w/Level Two (2) BVS. The subject EDS systems will be dedicated to RMA Testing at the Factory Site (Reveal's Facility). Once these units have completed the required testing, the units will then be deployed to various commercial airport sites TBD by the TSA. The Warranty period of performance that is required by this contract, SHALL begin upon the Delivery of the subject units at the Factory Site.	FFP	0	2	322,000.00	644,000.00
0002	CT-80 EDS System/ Dedicated Workstation / with Level Two (2) BVS	FFP	0	6	322,000.00	1,932,000.00
Associated Equipment						
0002.a	1.3m Power Infeed Conveyor	FFP	0	8	10,200.00	81,600.00
0002.b.	1.3m Power Exit Conveyor	FFP	0	8	10,200.00	81,600.00
0002.c	Level One Bar Code Scanner & Tracking software.	FFP	0	8	1,500.00	12,000.00

CLINs		Contract Type	Minimum QTY	Maximum QTY	Unit Price (\$)	Maximum Total (\$)
0002.d	TIP/FDRS/OJT/OQT/ Hardware	FFP	0	8	6,500.00	52,000.00
0002.e	TIP/FDRS/OJT/OQT/ Software	FFP	0	8	19,900.00	159,200.00
0002.f	CT-80 EDS SYSTEM Transport Wheels (Set of 4 Per system)	FFP	0	8 sets	2,650.00	21,200.00
0002.g	IQT Bag	FFP	0	8	720.00	5,670.00
0002.h	Automated Test Loop(s)	FFP	0	1	50,000.00	50,000.00
Services						
0003	FAT & SAT Development	FFP	1 Lot	1 Lot	91,658.00	91,658.00
0004	Installation, Pilot Support, Pilot Training & Site Survey	FFP	1 Lot	1 Lot	35,225.00	35,225.00
0005	Shipping Costs to JFK, EWR, & GPT (Includes EDS Systems Shipping Crates, and the Conveyor Crates)	FFP	1 Lot	1 Lot	17,532.00	17,532.00
0006	Engineering Services	T & M	1 Lot	1 Lot	100,075.00	100,075.00
0007	Warranty Services (First Year)	FFP	1 Lot	1 Lot	N/C	N/C
Additional Services	(These services can be purchased at additional cost if the TSA determines to do so)					
0008	Operator Training (10-12 Additional Screeners)	FFP	10	12	15,000.00	180,000.00
0009	Instructor Training (10-12 Additional Instructors)	FFP	10	12	20,000.00	240,000.00
0010	Factory Service Training (Cost is per person, Minimum of Eight (8) Personnel are Required)	FFP	8	40	2,500.00	100,000.00

CLINs		Contract Type	Minimum QTY	Maximum QTY	Unit Price (\$)	Maximum Total (\$)
	*Monetary Total for CLINs (does not include Additional Services)					\$3,283,760.00

B.3 INDEFINITE QUANTITY CONTRACT – MINIMUM AND MAXIMUM AMOUNT

During the period of performance of this contract, the TSA will provide to the Contractor one or more delivery orders with the orders totaling from zero (0) to eight (8) CT-80 EDS Systems. The maximum ceiling price for all orders established under this contract shall not exceed **\$4,50,000.00** (inclusive of options and time and material ceilings), unless the contract is modified by the Contracting Officer. The government shall not be obligated to order more than the minimum/maximum quantity stated under this contract.

B.4 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with Firm Fixed Price (FFP), and with Time and Material (T&M) line item(s). Delivery Orders will be issued for all required equipment and service tasks.

B.4.1 Time and Materials

The contractor shall, when so ordered by the Government, provide the necessary management, labor, facilities, materials and supplies to perform tasks as stated in the individual Delivery Order (D.O.) to support the aforementioned provisioned items. Each D.O. shall be issued pursuant to and within the scope of the Section C, Statement of Work. The contractor, on a Time and Materials basis, shall provide labor hours for this subject contract with Fixed Labor Rates. The contractor will be reimbursed for any and all allocable, allowable and reasonable costs for Materials and Travel, burdened with General & Administrative Costs (G&A), if applicable. Each D.O. will identify the task to be accomplished, period of performance, estimated labor hours (by labor mix), and estimated material and travel costs. The contractor, in performance of each D.O., may have the discretion to re-allocate hours worked among the different labour categories, and re-allocate costs between labour and other direct costs, as long as the ceiling price of the D.O. is not exceeded, and with the approval and consent of the TSA Contracting Officer (C.O.) No fee shall be paid on costs for Materials and Travel.

B.4.2 FULLY BURDENED ENGINEERING SERVICES DIRECT LABOR RATES

The labor rates listed below are fully burdened with Overhead, General and Administrative Costs, Profit/Fee and any appropriate Escalation charges. These rates shall apply for the twelve-month period commencing with the date the contract is awarded by the Government (date signed by Contracting Officer). The rates shall be used when billing the TSA for time and material delivery orders issued during the applicable twelve-month period. The contractor shall submit an invoice for only the time of the personnel whose services are applied directly to the work called for in each individual Delivery Order and accepted by the Contracting Officer's Technical Representative (COTR). The Government shall pay the Contractor for a Delivery Order at the rates in effect for the contract period when the Delivery Order was issued. The Contractor shall maintain time and labor distribution records for all employees who work under this contract, for all time worked (including overtime), and the work performed by each individual who worked on these Delivery Orders.

SECTION C – STATEMENT OF WORK

1.0 Overview

1.1 Background

The Transportation Security Administration (TSA) is charged with the mission of protecting the nation's transportation systems to ensure freedom of movement for people and commerce. The mission of TSA's Office of Security Technologies (OST) is to develop and implement the best security technology solutions to protect the nation's transportation systems ensuring freedom of movement for people and commerce.

As a part of these solutions, the OST counters threats to security with procedures and technologies that will deter, prevent, and/or render ineffective any attempt to sabotage commerce and transportation. The OST's approach to meeting its responsibilities is to encourage input and participation from all entities concerned with security; including providers of transportation, law enforcement, and government at all levels, and research and development organizations.

Because effectiveness and suitability of security technologies are instrumental to achieving, maintaining and enhancing means of countering threats, the Chief Technology Office (CTO) established an Operational Integration Division (OID). "The Operational Integration Division evaluates the impact of new security technologies, procedures, and policies and then analyzes integration into existing systems to ensure operational effectiveness and suitability before full system production and deployment. The purpose of this work is to test, evaluate, and analyze pre-production or production representative systems under realistic conditions, including operation by those that will employ the equipment in the field in a variety of environmental conditions." (TSA MD 2600.1)

In support of its mission, OID is conducting an Operational Test (OT) of the Reveal CT-80 EDS System. The CT-80 Test(s) is structured in two phases. The first phase is an initial deployment of small numbers of CT-80s, already certified by the Transportation Security Laboratory (TSL), as low rate initial production (LRIP) units to evaluate initial effectiveness and suitability, and also the policies, procedures and processes of the Reveal CT-80 EDS Systems. The first phase must be successful in order to move into the second phase, which is longer-term surveillance. The second phase shall accommodate OT of additional capabilities introduced in order to upgrade the CT-80 into its objective configuration (using the acquisition concept known as spiral development). Whether or not, additional CT-80 units will be needed for the second phase, shall be determined by the TSA at the end of the first phase. If additional systems are determined to be needed, then these systems will be the subject of additional separate delivery orders.

1.2 Scope of Work

To meet the goals of Office of Security Technologies, Operational Integration Division, and the goals of the Applied Research and Next Generation Explosives Detection Systems programs, TSA requires procurement of limited numbers of LRIP CT-80s, and associated engineering, maintenance training, and logistical support, to participate in OT of the CT-80. The support shall be required from the date of the contract award through September 30th, 2005. In addition, certain modifications may be needed to upgrade the CT-80's initially delivered under this contract to meet their objective configuration.

2.0 Applicable Documents

Applicable documents are either freely available on the Internet or are available from the Contracting Officer (CO) upon request.

- Federal Acquisition Regulations (FAR)
- Applicable DHS and TSA acquisition regulations and management directives
- TSA MD 2600.1 (OST Roles and Responsibilities)
- TSA directives, contracts, and best practices
- MIL-HDBK-61
- Associated Project Phoenix CT-80 Cooperative Agreements

3.0 REQUIREMENTS

3.1 Overview

This SOW addresses and supports the goals of the Office of Security Technologies, Operational Integration Division, and the goals of both the Applied Research and Next Generation Explosives Detection Systems programs. The work directed by this SOW addresses the need to procure limited numbers of the CT-80 EDS Systems, and their associated engineering, maintenance training, and logistical support, in order to participate in OT (Operational Testing) of the CT-80 System.

3.2 Public and Media Relations

TSA Demonstrations, Operational Tests, and Other Tests are the subject of intense public and media interest. The contractor shall submit requests for information, interview requests, and all

other inquires to the Contracting Officer (CO). Further, any contractor's personnel who are on-site shall not respond to media or public questions and/or inquiries, and refer all such inquiries or questions to authorized government representatives.

3.3 Deliverables

Written deliverables, charts, graphs, schedules, spreadsheets, analytical products, databases, and drawings shall be developed as outlined in this contract, using the Microsoft Office family of applications, or other standard commercial tools and applications if approved for use by the CO. No proprietary tools, software, or applications shall be used unless approved by the CO, with the exception of operating software, detection algorithms, and other such products. Rights in data and intellectual property (IP) are discussed in other sections of this contract. All deliverables shall be delivered in both electronic and hard copy formats.

3.4 Program Management

3.4.1 Program Management Organization

The Contractor must establish and maintain a formal organization to manage the contract and subcontracts. The Contractor must develop and implement a Management Program to efficiently and effectively execute the requirements of this contract to include: program control, quality assurance, configuration management, subcontract management, and management of Government furnished resources. The Contractor must develop and submit a Master Program Management Plan (MPMP) for TSA review and approval.

CDRL A001	Master Program Management Plan
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3.4.2 Program Control

The Contractor must assign a Program Manager to organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. The Program Manager must have the resources and authority to ensure efficient and timely program execution. The Program Manager will be the Contractor's focal point for all required program tasks. The Program Manager must be prepared to present and discuss the status of contract activities at any time.

CDRL A002	Monthly Program Status Report
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3.4.3 Milestone Schedule

The Contractor must develop a Milestone Schedule based on the sequence of events required to accomplish the efforts required by this contract. The Contractor must ensure that the Schedule portrays an integrated schedule plan to meet the milestones and delivery requirements of this contract. The Milestone Schedule must identify the program critical path. The Contractor must present the Milestone Schedule at the PMR. The milestone schedule must be prepared and submitted with the technical proposal.

CDRL A003	Milestone Schedule
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3.4.4 Meeting Agendas and Minutes

The Contractor shall conduct meetings and reviews in accordance with this SOW. At each management review or audit, the Contractor shall provide backup data regarding assumptions made and methodologies used in arriving at specific recommendations or conclusions. The Contractor shall prepare and submit a Meeting Agenda, Meeting Minutes, and Presentation Materials for all meetings. Management and formal reviews and audits will not be considered complete until approval by the Government is granted in writing. The Contractor shall propose an overall strategy for conducting each set of reviews.

Support provided by the Contractor must include, but is not limited to, facilities, materials, office equipment, clerical personnel, mockups, technical data, and subcontractor participation (when appropriate). The Contractor must provide an agenda for each management and formal meeting. The Contractor must provide minutes, accompanied by a summary of action items, and all presentation materials used, for Government approval.

CDRL A013	Meeting Minutes
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CDRL A014	Presentation Materials
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3.4.4.1 Program Management Reviews

The Contractor must conduct Program Management Reviews (PMRs) on a monthly basis to present program status to the COTR. The Contractor must present cost and schedule status, provide performance measurement information and present current and anticipated technical and implementation problems. The Government may identify entry and exit criteria for evaluating the content and quality of the PMRs. The Contractor must provide objective evidence that all identified criteria are satisfied before the Government will approve the PMR.

The review location will alternate between the TSA and the Contractor's facility. The Contractor's PMRs should be targeted for no more than one day in length. Attendance will generally be limited to 10-15 TSA personnel and 10-15 Contractor personnel.

3.4.4.2 Technical Interchange Meetings (TIM)

The Contractor must conduct and administratively support periodic TIMs at the Contractor's facility. If requested, TIMs may also be scheduled in Washington, DC, Atlantic City, NJ, or at another location approved by the TSA. During the TIMs, the Contractor and the TSA will discuss specific technical activities, including studies, test plans, test results, design issues, technical decisions, and implementation concerns to ensure continuing TSA visibility into the technical progress of the contract.

3.4.4.3 Document Library

The Contractor must maintain a document library with all documents developed by the Contractor and subcontractors as well as any Government Furnished Information (GFI). The list of documents included in the library will be available upon Government request. At a minimum, the Contractor's Document Library should contain:

- 1) Copies of all correspondence between the Contractor and the TSA;
- 2) The latest internally controlled version of all specifications, drawings, databases and software that define or implement the system;
- 3) Copies of all briefings to the TSA;
- 4) All configuration management documentation; and
- 5) All CDRL documentation.

The Contractor must place documents in the Contractor's Library within fifteen (15) days of its availability to Contractor Personnel. The Document Library must be easily accessible to authorized personnel.

CDRL A015 Document Library Index

3.5 Quality Management

The Contractor shall be ISO 9000-2000 series Certified by an accredited Registrar. The Contractor's suppliers as well, shall provide evidence that they have an appropriate quality management system in place, and are currently compliant. The Contractor shall institute a quality management system that will meet the requirements of an industry-wide accepted certification organization (Registrar). Any and all Certifications achieved by the Contractor shall be reported to the CO within 10 days of award. If the Contractor is not certified by the date of this contract award, the contractor shall request a waiver from the TSA Contracting Officer within fifteen (15) days of

the award. This certification waiver will show that the Contractor has retained the use of a Registrar, and is completing the necessary steps to receive Certification. The Contractor's quality management program shall be subject to audit by the government at any time, as well as their Sub-Contractor(s).

3.6 Configuration Management Program

3.6.1 Configuration Management

Configuration Management of the LRIP CT-80 under this contract shall be conducted as defined in MIL-HDBK-61. All changes to the CT-80 system(s) shall be documented and managed using the contractor's internal procedures for engineering and manufacturing changes. The Government reserves the right to review the Contractor's configuration management program, and to audit the CT-80 configuration at any time.

3.6.2 Configuration Management Plan

The Contractor shall provide company procedures and policies governing engineering and manufacturing change control with the technical proposal.

3.6.3. Configuration Baselines

The Contractor shall support a Functional Configuration Audit (FCA) and a Physical Configuration Audit (PCA) of the LRIP CT-80 design. The FCA shall demonstrate the functional capabilities of the CT-80 to meet the requirements of the **Section entitled "System Design"**. The PCA shall be conducted by TSA with support from the contractor, and shall verify that the existing drawings are representative of the physical units. The contractor shall deliver a Master Configuration Item List showing all major components of the CT-80 EDS System with their current/applicable revisions. This list will be basis for any engineering changes implemented under this contract.

3.6.4 Configuration Control

The Contractor must apply configuration control measures to each baseline Configuration Item (CI), and its configuration documentation using company procedures. The configuration control program must provide effective means, as applicable, for proposing changes to the CIs and ensuring implementation of the approved change. The Contractor must maintain configuration control of hardware, firmware, software and developmental/commercial documentation. The Contractor must maintain configuration control of the hardware to the Line Replaceable Unit

(LRU) Level or Field Replaceable Unit (FRU) and software to the version level. The contractor shall, however, maintain configuration control to the individual component level of all components affecting certification by the TSA for detection and operating safety. The Contractor shall establish a Configuration Control Board (CCB) for the review and approval of all changes to the Functional Baseline established by the FCA and changes to the Physical Baseline established by the PCA. The Contractor shall provide TSA with a voting position on the CCB.

3.6.5 Configuration Status Accounting (CSA) Information

The Contractor shall maintain a Configuration Status Accounting (CSA) Information System to ensure the accurate identification of each CI. The Contractor must ensure that the CSA information is available for review by the TSA, upon request.

CDRL A012 CSA Information Reports

3.7 Maintenance Service Requirements Support

For on-site maintenance performed by TSA personnel, the Contractor must provide User Manuals and real-time support such as a website or toll-free hotline where users may call to obtain guidance. Contractor warranty support must be provided in accordance with this SOW.

3.8 Test and Evaluation (T&E) and Audits

3.8.1 T&E/Audit Program

The Contractor must plan, and conduct Contractor testing, and support the TSA T&E/Audit program. The T&E/Audit program will be conducted throughout the life cycle of the CT-80 EDS System program and is comprised of the five (5) following areas:

- 1) T&E Program Management;
- 2) T&E Program Development;
- 3) Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA);
- 4) Factory Acceptance Testing (FAT);
- 5) Site Acceptance Testing (SAT).

3.8.1.1 T&E/Audit Program Management

Under this area, the Contractor shall:

- 1) Be responsible for conducting and/or supporting those T&E/Audit program activities as described within this SOW.
- 2) Advise the TSA at least seven (7) days prior to commencement of all formal Contractor conducted T&E, and permit the TSA to witness conduct of the formal T&E procedures.
- 3) Within seven (7) days after the Contractor conducted T & E, provide the TSA with copies of all original data collected during formal the T&E activities.
- 4) Perform all data collection, reduction, analysis, and reporting in support of FCA/PCA, FAT, and SAT efforts.
- 5) Provide and maintain a single point of contact for the T&E program.

3.8.1.2 T&E Program Development

The Contractor shall develop and deliver the plans, procedures and reporting processes used in the formal T&E program. This will include the following:

- 1) FCA/PCA plans and procedures.
- 2) Factory Acceptance Test (FAT) T&E plans, procedures and test materials.
- 3) Site Acceptance Test (SAT) T&E plans, procedures and test materials.

3.8.2 T&E/Audit Plans, Procedures, and Documentation

The Contractor shall make all T&E/Audit plans, procedures and documentation available to the Government (TSA Contracting Officer and COTR). All plans, procedures and documentation shall be capable of being repeated with substantially similar results. The Contractor shall develop the following plans, procedures and documentation as described in the following subsections of Section 3.8.2 entitled “T&E Plans, Procedures and Documentation”.

3.8.2.1 T&E Plans

3.8.2.2 (This section is left intentionally Blank)

3.8.2.2.1 Contractor Master Test Plan (CMTP)

The Contractor must develop a CMTP for the Overall T&E Program. The CMTP will address all activities for Contractor conducted T&E activity and support of all TSA-conducted test activities described in this SOW. The Contractor must include a schedule for the activities to be conducted under the Verification Requirements Traceability Matrix (VRTM), Attachment _____. The CMTP will be submitted to the TSA for review and approval.

The VRTM delineates requirements traceability to specific requirements of the specification. The VRTM allocates test requirements to appropriate, specific test procedures. The VRTM also includes specific paragraph reference(s), qualification method(s), and verification level for each requirement.

The Contractor must establish, maintain and provide TSA access to a database that details the status of any and all outstanding incident reports, test reports, and the status of un-met system requirements related to the VRTM. The database media and format must be compatible with common personal computer, and Microsoft Windows type products.

CDRL A016 Contractor Master Test Plan

3.8.2.2.2 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) Plan

The Contractor must update the FCA/PCA Plan to include detailed planning information and test strategy for conduct of FCA/PCA activities. This document must be delivered as the FCA/PCA Plan. The Contractor must ensure that the audit plan objectives indicate traceable paths to the approved VRTM.

CDRL A017 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) Plan

8.2.2.3 Factory Acceptance Test (FAT) Plan

The Contractor must submit a FAT Plan, and the methodology for accepting, evaluating, and testing each production system before it leaves the factory. The FAT plan must relate test objectives to the requirements of this SOW and the approved VRTM.

CDRL A020 Factory Acceptance Test Plan

3.8.2.2.4 Site Acceptance Test (SAT) Plan

The Contractor must prepare and submit a SAT Plan for TSA review and approval. The plan must describe the methods for accepting, evaluating, and testing the CT-80 at each site. The Contractor's SAT plan must define the range of tests, system initialization requirements, input data, expected output, and the criteria for evaluating test results. The Contractor must identify all test and evaluation resources that are required, including personnel, equipment, test materials, and facility support.

CDRL A023 Site Acceptance Test (SAT) Plan

3.8.2.3.1 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) Procedures

The Contractor must prepare and submit FCA Procedures for TSA review and approval. The Procedures must include detailed step-by-step procedures for conduct of the FCA activities. The Contractor must ensure that the test procedures indicate traceable paths to this SOW and the approved VRTM.

CDRL A018 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) Procedures

3.8.2.3.2 Factory Acceptance Test (FAT) Procedures

The Contractor must prepare and submit FAT Procedures for TSA review and approval. The Procedures must include detailed step-by-step procedures for conduct of the FAT activities. The

Contractor must use the TSA approved Procedures for each FAT. The Contractor must ensure that the test procedures indicate traceable paths to this SOW and the approved VRTM.

CDRL A021 Factory Acceptance Test (FAT) Procedures

3.8.2.3.3 Site Acceptance Test (SAT) Procedures

The Contractor must prepare and submit SAT Procedures for TSA review and approval. The procedures must detail the step-by-step test process to be conducted during each SAT. In an addendum to the SAT procedures, the Contractor must provide procedure updates necessary to address site unique configurations and capabilities. The Contractor must ensure the test procedures indicate traceable paths to this SOW and the approved VRTM.

CDRL A024 Site Acceptance Test (SAT) Procedures

3.8.2.4 T&E Reports

3.8.2.4.1 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) Report

The Contractor must submit a FCA/PCA Report documenting the results of the contractor conducted FCA procedures.

CDRL A019 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) Report

3.8.2.4.2 Factory Acceptance Test (FAT) Report

The Contractor must submit a FAT Report documenting the results of the contractor conducted FAT procedures for each CT-80 unit delivered.

CDRL A022 Factory Acceptance Test Report

3.8.2.4.3 Site Acceptance Test (SAT) Report

The Contractor must submit a SAT Report documenting the results of the contractor conducted SAT procedures for each CT-80 unit delivered.

CDRL A025 Site Acceptance Test (SAT) Report

3.8.3 System Test and Evaluation

The Contractor is responsible for performing system test and evaluation. Government personnel shall be allowed to participate and observe the system test and evaluation effort.

3.8.3.1 Test Readiness Review (TRR)

The Contractor must hold a Test Readiness Review (TRR) prior to conduct of all testing. The TRR must address the status of the Unit Under Test (UUT) including, but not limited to, open items/discrepancies, configuration of UUT, Test Procedure status including TSA approval, and any other associated information pertinent to indicating test readiness.

CDRL A014	Presentation Materials
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3.8.3.2 Test Materials

The Contractor must provide all test materials for contractor testing, less threat-representative items provided by TSA.

3.8.3.3 Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA)

The Contractor shall conduct, or support government conduct of, FCA/PCA, at the Contractor's facility. The Contractor must demonstrate satisfactory implementation of the system requirements in accordance with this SOW and approved test plan and test procedures.

3.8.3.4 Factory Acceptance Test (FAT)

The Contractor must conduct FAT, at the Contractor's facility; on each CT-80 system using TSA approved test procedures. The FAT must verify, prior to site delivery, that each CT-80 system conforms to all applicable requirements, is free from manufacturing defects, and is representative of the approved current developmental baseline.

3.8.3.5 Site Acceptance Test (SAT)

The Contractor must configure each system for SAT. The Contractor must conduct SAT, witnessed by the TSA and/or designee, for each CT-80 at every delivery site location identified in *Section F* of the contract. The Contractor must conduct SAT using Government approved test procedures. The SAT must confirm that the CT-80 System is properly installed and operationally configured, is undamaged and free from manufacturing defects, and remains in compliance with contractual requirements.

The Contractor's SAT must include the following conditions:

- 1) Operational conditions; and
- 2) Normal Operator data entry scenarios, including erroneous data input.

3.9 Technical Manuals

The Contractor must develop and deliver Operator Manuals supporting operation by representative TSA operators. The CT-80 Operators Manual must provide and must correlate CT-80 System displayed error code(s) with the troubleshooting procedures, and provide the operator with unambiguous problem-solving instructions. The Operators Manual shall also provide complete instructions for daily preventative maintenance checks and services required to place the unit into daily service and secure it at the end of daily service.

The Contractor shall also develop and deliver a Maintenance Manual supporting requisite levels of preventive and corrective maintenance beyond operator level.

The contractor must validate the manuals prior to the delivery of said manuals. The Contractor must provide engineering and technical support to the Government during TSA verification of the manuals. The Contractor must develop and validate any required revisions to the manuals caused by changes in hardware, software and/or procedures.

CDRL A027 Operator and Maintenance Manual

3.10 Site Implementation, Installation and Integration Support

The Contractor shall collaborate with the government's installation and engineering support contractor(s) as it supports and assists government project personnel in coordination of engineering and installation activities.

3.10.1 Site Preparation

The Contractor will prepare and submit a Site Preparation Requirements document that satisfies the site implementation requirements. TSA will perform the site surveys, and prepare the site.

CDRL A029 Site Preparation Requirements

3.10.2 Delivery, Installation Support, and Check-out

The government will select installation sites and prepare them for installation of the CT-80. The Contractor shall:

- Coordinate deliveries with the COTR or their representative;
- Package, ship, and deliver CT-80 to site;
- Perform set-up, check-out, and quality control tests and diagnostics; and
- Install, and perform the site acceptance testing (SAT) under Government supervision.

The contractor shall be responsible for final power hook up and disposal of the shipping crates. TSA will notify the contractor of installation dates.

3.11 Training

The contractor shall conduct initial operator and maintenance training at each installation site. Training during this week shall consist of up to three operator classes and one maintenance class. Operator classes shall be conducted using TSA-approved course materials and shall be of sufficient duration to completely and effectively train qualified operators. The maintenance class shall be conducted using TSA-approved course materials and shall be of sufficient duration to completely and effectively train personnel to conduct on-site maintenance at their requisite level of repair. Two operators' manuals shall be over packed with each CT-80, and two maintenance manuals shall be provided to TSA personnel at each installation site. Each trainee will receive a hard copy of the training material.

3.11.1 Operator Training

Installation Training: The Contractor shall conduct operator training in accordance with the TSA-approved training program at each airport site. The Contractor shall supply all training materials as listed in the training syllabus. The Operator training shall be comprised of those functions that the equipment user are required to perform in order to operate the EDS System. The course of instruction shall include operation, skill development and practical applications that are required to successfully operate the system. The Contractor shall ensure that this training

is attuned and matched to the capacity, qualifications, and skill level of the intended CT-80 operators and supervisors performing similar type inspections. Cost for installation training shall be included in the price of the system.

On site support: The Contractor shall provide at each airport site a one-week on-site support program following installation training. Cost for on site support is included in the price of the system.

3.11.2 Preventive Maintenance Training

Installation Training. The Contractor shall conduct maintenance training in accordance with the TSA-approved training program at each airport site. The Contractor shall supply all training materials as listed in the training syllabus. The Maintenance training shall include the maintenance concepts, use of support equipment, adjustments, built-in tests, performance verifications and scheduled maintenance necessary to ensure proper operation of the EDS System. The Contractor shall ensure that this training is matched and attuned to the skill level, qualifications, and capacity of the intended CT-80 on-site maintenance personnel and supervisors performing similar type work. Cost for installation maintenance training is included in the price of the system.

3.11.3 Follow On Support Training

If requested by the CO, the Contractor shall conduct additional Operator and 1 Preventive Maintenance training course(s) as part of a sustaining support program. Each training and support visit shall be identical in content and duration as the Installation Training description above. Costs for these follow on support activities are included in the optional CLINs.

CDRL	A032	Training Syllabus
CDRL	A033	User's Manual

3.12 Maintenance Support

All items to be delivered and installed under this contract shall have a one-year warranty covering transportation, parts and labor. Labor refers to service requiring a site visit by a manufacturer service engineer. The Contractor must be able to meet the services and time constraints described in this document at the airport security screening locations where TSA has deployed the systems.

3.13 System Design

The CT-80 shall meet the requirements of the Project Phoenix Specification, Attachment J-1.1 _____, as modified by the VRTM.

3.14 System Technology Infusion

The TSA may solicit, and the Contractor is encouraged to independently propose engineering changes to the equipment and software specifications or other requirements of this contract for technology enhancements. These enhancements may be proposed to save money or energy, improve performance, satisfy increased data processing requirements, or for the replacement of equipment and software due to technological advancement.

Since the CT-80 is the subject of ongoing development and capability enhancements, the Contractor may propose system hardware and software changes by submitting an Engineering Change Proposal (ECP) to the Contracting Officer/COR for their approval. Submittals potentially affecting TSA certification shall include formal acknowledgement by the TSA Certification Authority that the unit either maintains certification after the ECP is applied, or that the unit is to be recertified with the ECP applied. When the Contracting Officer requests upgrades to the Contractor's CT-80 system, the Contractor is required to submit an ECP with a price proposal for evaluation.

Approved changes shall be incorporated into the contract via a contract modification. The Contractor shall provide written notification to the Contracting Officer in advance of any proposed replacement of hardware or software used in the operation of the system. The format for the Contractor's written notification to the Contracting Officer shall be provided using Engineering Change Proposal, form OMB No. 0704-0188. Proposed changes shall address the following (at a minimum):

- 1) Description of the differences between the existing contract's requirements and the proposed changes, and the comparative advantage and disadvantage of each;
- 2) Itemized requirements of the contract that must be changed if the proposed enhancements are adopted, and the proposed revision to the contract for each change;
- 3) Estimate of the proposed enhancements in performance and cost, if any.

3.15 Specific Requirements

3.15.1 CLIN Descriptions

Equipment

CLIN 0001 – CT-80 EDS System w/ Level Two (2) BVS. The Contractor shall manufacture, test, deliver, install, provide initial training and support for up to two (2) ordered CT-80 systems per this CLIN of the contract. (Up to two (2) units shall be dedicated to RMA testing at Reveal's factory site; once RMA testing has been satisfactorily completed, the system(s) will then be deployed to commercial airports at the direction of the TSA).

CLIN 0002 –CT-80 EDS System w/ Level Two (2) BVS. The Contractor shall manufacture, test, deliver, install, provide initial training and support for up to eight (8) ordered CT- 80 Systems per this CLIN of the contract. (Up to six (6) systems will be deployed to commercial airports at the direction of the TSA).

CLIN 0003 – FAT and SAT Development

CLIN 000X – Initial Consumables – The Contractor shall over-pack each CT-80 System with consumables sufficient for the initial 90 days after the system is installed.

CLIN 000X000X – Consumables – The contractor shall provide sufficient consumables for a period of one year.

CLIN 00040004 – Installation, Pilot Support, Pilot Training and Site Survey – The Contractor shall provide the necessary labor, material and services to install the CLIN 0001 and CLIN 0002 units at airport locations specified by TSA.

CLIN 0005 – Shipping – The Contractor shall provide the necessary labor, material and services to pack and ship CLIN 0001 and CLIN 0002 to various commercial airport locations that TSA shall specify.

CLIN 006006 – Engineering Services – The contractor shall provide engineering services in support of technical data packages, specifications, configuration management, evolutionary improvement in hardware and software, reporting and documentation, and other engineering support as outlined in the contract. The Contracting Officer will issue individual task orders addressing the engineering services requirement.

CLIN 0007 – Warranty – The contractor shall provide a one-year on site, parts and labor included, warranty beginning upon satisfactory completion of the Site Acceptance Test (SAT). Technician response on site shall be within 8 hours of initial placement of the service call or sooner, with telephone support available 24 hours a day, seven days a week. The contractor shall also provide technician-level scheduled monthly maintenance.

CLIN 0008 – Operator Training – the Contractor shall provide training and the necessary training materials per the SOW requirements and at locations specified by TSA for a minimum of ten (10) screeners and a maximum of twelve (12) screeners.

CLIN 0009 – Instructor Training – the Contractor shall provide training and the necessary training materials per the SOW requirements and at locations specified by TSA for a minimum of ten (10) instructors and a maximum of twelve (12) instructors.

CLIN 0010 – Factory Service Training – the Contractor shall provide training and the necessary training materials per the SOW requirements and at locations specified by TSA for a minimum of eight (8) personnel and a maximum of forty (40) personnel. A minimum of eight (8) personnel are required for training.

CLIN 000X – LRIP Documentation – The Contractor shall develop and provide documents identified in SOW sections 3.8 and 3.9.

CLIN 000X000X – Contract Data Requirements List – The Contractor shall provide the CDRL's specified in this contract.

SECTION D – PACKAGING AND MARKING

D.1 Packing and Packaging

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 Marking of Deliverables

In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

- a. TSA contract number
- b. Contractor's name and address
- c. List of contents
- d. Task order number
- e. Date of submittal.

D.3 Marking of Reports

The Contractor shall mark all reports as follows:

- a. Contract number
- b. Report Title
- c. Task Number (if applicable)
- d. Date
- e. Distribution
- f. Document Control Number

Section E – Inspection and Acceptance

E.1 POINTS OF INSPECTION AND ACCEPTANCE

E.1.1 Supplies and/or services specified for delivery in Part I-Section F, DELIVERY OR PERFORMANCE, of this Contract shall be inspected and accepted at location specified in the delivery order.

E.1.2 All deliverables under this Contract shall be subject to review and inspection by the Contracting Officer's QRO, specified in Section G.

E.1.3 Inspection, review and approval of deliverables or associated services prior to final acceptance shall not be construed as assurance of acceptance of the finished product.

E.1.4 Unless otherwise specifically provided in this contract, the Contracting Officer shall be the person authorized to make final Government acceptance of all deliverables called for in the CDRLs and all reviews specified in the SOW. Final acceptance of all deliverable items shall be made, in writing, by the TSA Contracting Officer or designee.

E.2 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

This contract, as applicable, incorporates by reference the following provisions and/ or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <http://fast.Faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.10.4.15 Certificate of Conformance**
- 3.10.4.16 Responsibility for Supplies**
- 3.10.4.2 Inspection of Supplies-Fixed-Price**
- 3.10.4.4 Inspection of Services--Both Fixed-Price & Cost Reimbursement**
- 3.10.4.5 Inspection-Time-and-Material and Labor-Hour**
- 3.11.29 F.O.B. Origin (April 1999)**
- 3.11.34 F.O.B. Destination (April 1999)**

E.3.1 PRELIMINARY INSPECTION AND ACCEPTANCE (Factory Acceptance Test (FAT)) – Inspection and test(s) associated with preliminary government acceptance of the subject system(s) components and aggregates, including all hardware/software/equipment, along with all software, firmware and interface requirements shall be performed by the Contractor, at the contractor's facility and shall be witnessed by the TSA or a TSA designated agent.

Preliminary TSA acceptance of system(s) components and aggregates, including all hardware/software/equipment, along with all software, firmware and interface requirements consisting of satisfactory completion of all required factory inspections and tests. Preliminary

acceptance shall be made at the contractor's facility by the TSA on Form TSA-256, Inspection Report of Material and/or Services.

E.3.2 FINAL INSPECTION AND ACCEPTANCE. (Site Acceptance Test (SAT)) The Government shall perform final inspection and acceptance on all system(s) components and aggregates, including all hardware/software/equipment, along with all software, firmware and interface requirements under Part I-Section F, Delivery or Performance of this contract including installation services. Final acceptance shall consist of satisfactory completion of all inspections and test(s) associated with the deployed items. Final acceptance shall be made by the Contracting Officer or designated representative on Form TSA-256, Inspection Report of Material and/or Services.

E.3.3 F.O.B. Destination (April 1999).

E.4. DEVIATIONS AND WAIVERS

The Government reserves the right to waive any Government inspection. If Government inspection is waived for a Contract Item, the Contractor shall nevertheless perform all of the required tests utilizing the Government approved test procedures and provide to the Government certified test data recorded on forms as approved by the Government.

The QRO has the authority to approve minor deviations and waivers affecting a Contract End Item if so designated by the Contracting Officer. A minor deviation or waiver is one which does not adversely affect safety, durability, reliability, performance, interchangeability of parts, assemblies, or any technical or other requirement of the Contract and will not change price or quantity, or affect delivery under this subject Contract.

E.5 3.10.4-1 Contractor(s) Inspection Requirements (August 2002)

The Contractor shall be responsible for performing or having performed all inspections and tests required to substantiate those services, supplies, and/or systems furnished under this contract shall conform to the subject contract requirements, including any and all applicable technical requirements for specified manufacturers' parts.

(End of clause)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The ordering period of performance for each CLIN is specified below:

- CLINs 0001, 0002, 0005, 0006, 0007, 0008, and 0010 shall be twelve months (12) from date of contract award; and
- CLINs 0003, 0004, and 0009 shall be twelve months (12) from satisfactory completion of the Site Acceptance Test (SAT).

F.2 Time and Place of Delivery/Performance

The delivery schedule for all contract line items (CLINs) shall be as specified in individual delivery orders; however, the Government shall not order nor shall the Contractor be required to deliver indefinite delivery/indefinite quantity units in excess of the quantities specified in Section B. CLIN delivery schedules shall be consistent with the requirements provided in the following table:

Delivery Table

CLIN	TITLE	Delivery Requirement
0001	CT-80 EDS System/Dedicated Workstation w/Level Two (2) BVS. (Qty: 2 Systems)	
0002	CT-80 EDS System/Dedicated Workstation w/Level Two (2) BVS. (Qty: up to six (6) Systems).	03/31/2005
0002	CLIN 0002.a – CLIN 0002.h: Associated Equipment / Hardware. (Qty: up to six (6) Systems).	03-31-2005
0003	FAT & SAT Development	TBD
0004	Installation, Pilot Support, Pilot Training, & Site Survey	TBD
0005	Shipping Costs, Including Crates for the EDS Systems and Conveyors	TBD
0006	Engineering Services	TBD
0007	Warranty Services	TBD
0008	N/A	
0009	N/A	
0010	N/A	

F.2.1 Delivery of Contract Data Requirements

The time and place of all Contract Data Requirements shall be as detailed and/or explained in the applicable Contract Data Requirements List (CDRL). See Section J: Attachments, for further details.

F.3 Clauses and Provisions Incorporated by Reference

This contract, as applicable, incorporates by reference the following provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.1.11	Government Delay of Work
3.10.1.9	Stop-Work Order
3.11.29	F.O.B. Origin (April 1999)
3.11.34	F.O.B. Destination (April 1999)
3.2.2.8.2	Variation in Quantity
3.2.2.8.3	Delivery of Excess Quantities

F.4 3.2.4-16 Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through twelve months from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

F.5 3.2.4-20 Indefinite Quantity

(a) This is an indefinite-quantity contract for the supplies and/or services specified, and shall remain effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last delivery date per the last order.

(End of clause)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

Contracting Officer Mr. Jamie Thompson
Transportation Security Administration
701 South 12th Street,
10th Floor, Mail Stop T-25
Arlington, Virginia 22202

Telephone: 571.227.1877
e-mail: Jamie.Thompson@dhs.gov

Contracting Officer's
Technical Rep: Mr. Robert Pryor
Transportation Security Administration
701 South 12th Street,
8th Floor, Mail Stop T-16
Arlington, Virginia 22202

Telephone: 571. 227. 1423
e-mail: Robert.Pryor@dhs.gov

G.2 Contracting Officer's Authority

- a. The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. Accordingly, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.
- b. The Contracting Officer may designate, in writing, representatives to perform functions required to administer this contract, however, any implied or expressed actions taken by these representatives must be within the limits cited within the Contracting Officer's written designations. The Contracting Officer shall provide the Contractor copies of all relevant written designations. If any individual alleges to be a representative of the Contracting Officer and the Contractor has not received a copy of the document designating that representative, the Contractor shall refrain from acting upon the representative's requirements and immediately contact the Contracting Officer to obtain a copy of the document designating that individual as a representative of the Contracting Officer.
- c. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person acting for the Contracting Officer under the contract.

G.3 Contracting Officer's Technical Representative (3.10.1-22)

- a. The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, performance, price, schedule, or terms and/or conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. The contractor may be required to sign the COR Letter of Appointment to acknowledge the authorities and limitations of the COR assigned to this contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

b. The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act as a representative of the Contracting Officer under this contract.

(End of clause)

G.4 Invoices

The Transportation Security Administration **intends** to make payment within 30 days of receipt of a properly prepared invoice submitted to the billing office listed below:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23326-4111

For invoice assistance, the contractor may call: **757.523.6940**

The Contractor shall submit an original and three copies of all invoices to the designated billing office. TSA approval of the invoices will be based on Contracting Officer and Contracting Officer's Technical Representative Review. The Contracting Officer will authorize payment in amounts **determined to be allowable, allocable, and reasonable** in accordance with the Transportation Security Administration Acquisition Management Systems' (TSA-AMS) clauses, guidelines, memorandums, policies, and regulations.

G.5 Correspondence Procedures

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- a. All correspondence relative to this contract shall be addressed to the Contracting Officer, listed in Section G.1. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR), listed in Section G.1.
- b. Mail: The Contractor shall use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX) service is encouraged where appropriate.

G.6 TSA Internal Reviews of Contractor Performance

Notwithstanding the requirement that price must always be assessed by the Contracting Officer as being reasonable, the TSA places a high value on the Contractor providing a high level of quality support in performing this contract. This TSA emphasis on the importance of quality performance initiated in awarding this contract, will be ongoing throughout the duration of this contract. Accordingly, the TSA will periodically, as subsequently scheduled by the Contracting Officer, conduct formal internal reviews focused on assessing the quality of the Contractor's performance. The Contracting Officer will share the summary results of these ongoing reviews with the Contractor as a means of providing ongoing feedback on the TSA's perception of Contractor performance. Should these reviews disclose a pattern of poor performance, lack of adherence to contractual requirements, negligence or other unfavorable trends, the TSA may terminate or, not exercise options in, this contract. Additionally, completed TSA internal review reports of Contractor performance will be maintained in the TSA past performance database, which may be used by other Federal, State and local Government personnel in future procurements.

G.7 Funding

Funding for this firm fixed-price performance-based contract shall be cited on each individual task order.

G.8 Travel Costs

- a. Travel shall be reimbursed on a cost plus G&A, no fee basis, subject to Joint Federal Travel Regulations (JFTR) guidelines and any other limitations cited below.
 1. The Government will reimburse the Contractor, up to amounts allowed by the JFTR, for reasonable travel expenditures, incurred in the performance of this contract. In maintaining a policy of keeping travel costs 'reasonable' in the performance of this contract, the Contractor agrees to use a cost effective approach and continuously pursue opportunities to lower and contain travel costs using, where practical, group rate arrangements, off-peak travel itineraries and other similar travel cost containment methods. Further, the Contractor agrees to effect procedures to ensure Government reimbursable travel expenditures are only incurred when absolutely necessary. To assist it in determining reasonable travel cost objectives, as needed, the Contractor is encouraged to contact the TSA travel office for general guidance. Further, to mitigate the inherently higher rates associated with urgent emergent travel, the Contractor agrees to contact, reasonably in advance, the Contracting Officer for assistance prior to executing such travel, unless documented circumstances clearly indicate such advance contact was not possible.

2. Incurred travel costs, listed below, will be disallowed for Government reimbursement and considered as being expenditures to be absorbed by the Contractor. Included costs are:
- (i) in excess of amounts allowed by the JFTR;
 - (ii) within a Government installation, where Government transportation is available;
 - (iii) for personal convenience, including daily travel to and from work;
 - (iv) in the case of urgent emergent travel, in excess of amounts allowed by the JFTR, due to the Contractor not requesting Contracting Officer assistance reasonably in advance except for justifiable and documented circumstances which prevented such advance contact from being possible; and
 - (v) in the replacement of personnel, when such replacement is accomplished for the Contractor's or employee's convenience

In the case of urgent emergent travel, if the Contracting Officer's assistance has been reasonably requested in advance, or if requested as soon as practical after commencement of travel and properly justified and documented, the Contracting Officer may authorize, on a case-by-case basis, reimbursement for amounts in excess of JFTR rates. The Contractor shall implement procedures to minimize urgent emergent travel. Any Contracting Officer decision regarding reimbursement of travel costs in excess of amounts allowed by JFTR, for urgent emergent travel, shall be a unilateral decision, not subject to dispute or any right contained in the contracts disputes clause of this contract.

3. Relocation and travel costs incident to relocation are unallowable as a direct cost to this contract.
4. The Contractor shall ***Fly American*** if at all possible. If the travel is planned in advance, And Foreign Carriers are scheduled, it **shall be** done with the concurrence of the Contracting Officer.

(End of regulation)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

List of Section H Clauses:

- H.1 Dissemination of Contractor Information
- H.2 Ethical Behavior
- H.3 Contractor Non-Compliance with Contract
- H.4 Release of Information
- H.5 Order of Precedence (August 2002) (3.2.2.3-33)
- H.6 Contract Disputes (May 2003)
- H.7 Delivery Orders
- H.8 Incorporation of Representations and Certifications by Reference

- H.9 Limitation of Liability
- H.10 WARRANTY
- H.11 NOTIFICATION TO THIRD PARTIES OF PRODUCT CAPABILITIES
- H.12 DATA RIGHTS TRANSFER
- H.13 TESTING PROCEDURES DEVELOPED
- H.14 GOVERNMENT AUDIT
- H.15 EQUIPMENT NONPERFORMANCE
- H.16 Payment Terms

CLAUSES:

H.1 Dissemination of Contractor Information

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

Written information	- 15 days
Congressional information	- 10 days
Oral information	- 15 days

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Contractor is proposing, and indicate the Government or business activity to which the proposal is being submitted to.

H.2 Ethical Behavior

Notwithstanding the Contractor's obligation to comply with all requirements, terms and conditions contained in this contract, the Contractor is encouraged to conduct an ongoing program to ensure its and subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the Contractor or subcontractor may review documentation, participate in discussions, to help execute actions or otherwise exert influence on decisions, which could involve competitors. In such situations, involved Contractor or subcontractor employees shall

refrain from making any statement or taking action, which could be construed as demonstrating bias against a competitor.

H.3 Contractor Non-Compliance with Contract

- (a) Contractor non-compliance with any requirement, term or condition contained in this contract may result in the TSA:
 - (1) Terminating this contract, in whole or part, for convenience or default;
 - (2) Withholding payments
 - (3) Initiating suspension or debarment action against the Contractor; and
 - (4) Initiating other action, as appropriate.
- (b) In addition to paragraph (a), Contractor non-compliance with any statutory requirement included in this contract, may result in the Contractor and its employees and subcontractors being fined and/or imprisoned, or incurring other sanctions.

H.4 Release of Information

Work performed under this contract may involve access to information, including specification, cost estimates and other sensitive data. Consequently, the Contractor and subcontractor(s) (including individual employees thereof) shall not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this contract, whether orally or in writing, to any person except:

- (a) TSA personnel with a “need to know” who have signed a Contractor non-disclosure form;
- (b) Employees of the Contractor with a “need to know”, who have signed a Contractor non-disclosure form, or
- (c) Such other person as may be designated in writing by the Contracting Officer and who have signed a Contractor non-disclosure form.

Further, no documents, reports, information, etc. related to work under this contract, may be released to the public or provided to any party other than the TSA and its Contractors without review and written approval of the TSA.

H.5 Order of Precedence (August 2002) (3.2.2.3-33)

Any inconsistency in this RFI/RFP or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachments;
- (e) the specifications; and
- (f) the drawings.

H.6 Contract Disputes (May 2003)

(a) All contract disputes arising under or related to this contract shall be resolved through the Transportation Security Administration (TSA) dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g.,

invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720

(2) Other address as specified in 14 CFR Part 17.

(e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.

(i) The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the

Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

H.7 Delivery Orders

- (a) The Contracting Officer will issue delivery orders. These delivery orders will be issued in writing and may include a complete Statement of Work to be performed. The Statement of Work will reference this contract and also will identify the delivery schedule and delivery locations for the equipment ordered. Deliveries are expected to commence on schedule in accordance with the order.
- (b) If provisioned items are ordered (CLINs 008), a Statement of Work will be included with the order. In this instance, the Contractor's response to the Statement of Work shall include the discussion of the technical approach for performing work, estimated number of hours to complete the task, personnel required, equipment required, additional pricing not included in Section B, estimated cost to perform the work based on rates in Section B and estimated performance period and schedule. Delivery orders will be issued after negotiations, if necessary, have been completed and mutual agreement is reached.
- (c) The Contractor shall review each delivery order for consistency with the mutual agreement reached between the Government and the Contractor and acknowledge receipt and acceptance of the delivery order within five working days after receipt of the delivery order. If the Contractor cannot accept the delivery order as written, the Contractor shall indicate in its acknowledgment, the changes requested prior to acceptance. Any differences must be resolved between the parties and the order modified to reflect the final delivery order agreement.
- (d) Delivery orders become effective when the order is accepted by the customer (effective date) and extend through the performance period specified on the delivery order.
- (e) If the Contractor or the Government determines that specific tasks required by the delivery order cannot be accomplished or it is not in the Government's best interest to continue work on the task, the Government will cancel a portion or all of the delivery order at no additional cost. Upon the Government issuing a 30-day cancellation notification, the government will negotiate an equitable settlement with the Contractor to pay for work accomplished prior to the cancellation. The settlement agreement shall not exceed the total fixed price of the delivery order.
- (f) *Format.* The Contracting Officer will issue Delivery Orders, in writing, to the Contractor,

using TSA format (Order for Supplies or Services). Each Delivery order issued shall be in accordance with, and subject to all terms and conditions of the contract under which it is issued and shall contain, as a minimum, the following information:

1. A Delivery Order number;
2. Appropriate TSA points-of-contact;
3. A period-of-delivery/performance;
4. A list of deliverables and the delivery schedule;
5. A description of authorized travel including to and from points, if applicable
6. A maximum allowable travel amount, as applicable;
7. A description of any Government-Furnished Information or Property to be provided with delivery locations and required delivery dates if applicable;
8. A delivery order total value;
9. Applicable appropriation and accounting data; and

H.8 Incorporation of Representations and Certifications by Reference

All representations, certifications and other written statements made by the Contractor in response to Section K of the SIR, incident to award of this contract or modification of this contract, are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

H.9 Limitation of Liability

a. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall the Contractor's liability to Customer or its insurers for any loss or damage arising out of, or resulting from this agreement, or from the performance or breach thereof, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim.

b. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall The Contractor be liable for any special, consequential, incidental or exemplary damages including, but not limited to, loss of profit or revenues, loss of data, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, or services.

H.10 WARRANTY: The Contractor warrants to Customer that products and any services furnished hereunder will be free from defects in material and workmanship and will be of the kind and quality specified in the Contractor's written quotation. The foregoing shall apply only to failures to meet said warranties which appear within one (1) year from installation or thirteen (13) months from the date of shipment, whichever occurs first. Consumable items (such as

filters, membranes, seals and other identified items) are excluded from this warranty. In no case does this warranty apply to any failure or nonconformance with specifications caused by or attributable to any associated or complementary products not supplied under this contract. The warranty and remedies are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of the Contractor, and (b) Customer promptly notifying the Contractor of any defects and, if required, promptly making the product available for correction.

If any product or service fails to meet the aforementioned warranties, the Contractor shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products, and/or re-performing any defective service, or (ii) by making available, F.O.B. the Contractor plant or other mutually agreed upon point of shipment, any necessary repaired or replacement parts. If re-performance is not practicable, the Contractor will furnish without charge services in an amount essentially equal to those that, in the sole judgment of the Contractor, would have been required for re-performance. Where a failure cannot be corrected by the Contractor's reasonable efforts, the involved parties shall negotiate an equitable adjustment in price.

THE PRECEDING PARAGRAPHS SET FORTH THE EXCLUSIVE REMEDIES FOR CLAIMS BASED ON DEFECT IN OR FAILURE OF PRODUCTS OR SERVICES, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the warranty period, all such liability shall terminate and the Customer shall have a reasonable time, not to exceed thirty (30) days after the warranty period, to give written notice of any defects that appear during the warranty period. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. The Contractor does not warrant any products or services of others designated by Customer.

H.11 NOTIFICATION TO THIRD PARTIES OF PRODUCT CAPABILITIES. Due to the Security Sensitive nature of these products and services, including specifications and performance, and this contract with the TSA for these products and services, the Contractor will not release information about the equipment capabilities and performance to third parties or the General Public. TSA agrees and acknowledges without limiting the generality of the foregoing, the Contractor is not to release this information about this product and service to Third Parties or the General Public without the Approval and Consent of the TSA Contracting Officer.

H.12 DATA RIGHTS TRANSFER

In the event that the Government transfers title to the supplies acquired under this contract to a third party, the license document titled Software License shall apply to the transferee. Government data rights under this contract are as detailed in Section I clauses 3.5-13, "Rights in Data – General" and 3.5-18 "Commercial Computer Software – Restricted Rights. No data rights of the Government shall be extinguished via transfer of title of supplies delivered under this contract. Additionally, the Government shall not be liable for any patent or copyright infringement resulting from such title transfer.

H.13 TESTING PROCEDURES DEVELOPED

The Government has unlimited rights to the Factory Acceptance Test and Site Acceptance Test Procedures developed under this contract in accordance with TSA AMS clause 3.5. -13 Rights in Data – General.

H.14 GOVERNMENT AUDIT

A Defense Contract Audit Administration (DCAA) audit shall be conducted to review the Contractor's cost accounting system for cost reimbursable contracts and the Contractor's price estimating methodology. The TSA reserves the right to re-open negotiations based on the findings of the government's audit and recommendation of the DCAA.

H.15 EQUIPMENT NONPERFORMANCE

a. Definitions:

- (1) Nonconformity – nonconformity may include a number of relatively minor defects whose cumulative total adds up to a failure.

(2) Substantial nonconformity – A substantial nonconformity may include a failure or a Contractor refusal to repair the goods under the warranty.

- b. If a piece of equipment purchased by the TSA is discovered to have a substantial nonconformity during the Pilot Period of Performance, The TSA shall be compensated by the Contractor as follows:

- 1.) During the Base Warranty Year, (year one (1), the compensation from the contractor to the TSA shall be 100% Replacement for each CT-80 EDS System that develops substantial nonconformity(s).

(End of Clause)

H. 16 PAYMENT TERMS

The TSA shall pay the Contractor, upon submission of proper documentation, the prices stipulated in this particular contract, for any and all supplies delivered and accepted, and or any and all services rendered and accepted, less any and all deductions provided for in this contract. Payment will be made upon receipt of the following documentation but is not limited to: 1) proper invoice(s) (following the proper invoicing procedures); 2) Form TSA-256 (Inspection of Material and /or Services, signed by the proper TSA Quality Representative (and/or designee); and 3) with the **Successful Completion** of the required FAT & SAT(s) in the commercial airport environment set out below.

The following CLINs may be made invoiced in accordance with the following terms:

For **CLIN 0001-0002.h**. 20% of the CLIN price may be invoiced upon the successful completion of the SAT for the last deployed CT-80 EDS System. This System is undergoing RMA testing at Reveal's facility. 40% of the CLIN price may be invoiced upon successful completion of the second SAT for the deployed CT-80 EDS System(s) among the remaining six (6) EDS Systems that shall be deployed in a commercial airport environment. (These systems are not undergoing RMA testing at the present time). The remaining 40% of the CLIN price may be invoiced upon the successful completion of SAT for the last deployed CT-80 EDS System that did not under undergo RMA testing.

For **CLIN 0003**. 50% of the CLIN price may be invoiced upon successful completion of the SAT for the first deployed CT-80 EDS System of the six (6) systems that are not undergoing

RMA testing. The remaining **50%** of the CLIN price may be invoiced upon successful completion of SAT for the last deployed CT-80 EDS System that did not under go RMA testing.

For **CLIN 0004**. **20%** of the CLIN price may be invoiced thirty (30) days after contract award, and **20 %** of the remaining balance may be invoiced each month thereafter until the work is completed to the satisfaction of the TSA (if this scenario occurs first, and there is a monetary balance remaining in CLIN 0004, the Contractor may then invoice the TSA for the remaining funds), or until the funding becomes exhausted, whichever happens first.

For **CLIN 0005**. **100%** of the CLIN price may be invoiced at successful completion of the **LAST SAT**. This CLIN shall include all eight (8) CT-80 EDS Systems.

For **CLIN 0006**. **50%** of the CLIN price may be invoiced at the successful completion of the SAT for the first deployed CT-80 EDS System of the six (6) systems that are not undergoing RMA testing. The remaining **50%** of the CLIN price may be invoiced at successful completion of SAT for the last deployed CT-80 EDS System. This part of the CLIN shall include all eight (8) CT-80 EDS Systems.

For **CLIN 0007**. This CLIN is currently a **No Charge** Item to the TSA, and shall remain a **No Charge** Item to the TSA for a period of one (1) year from the date of contract award or from the date of the first unit installed for RMA testing, whichever comes first.

H.16.1. TSA, under parameters of this particular contract, may purchase up to eight (8) Reveal CT-80 EDS Systems complete. These systems, if purchased, may undergo further testing, i.e., RMA, and be deployed to various commercial airports throughout the Continental U.S. and its Territories, at the discretion of the TSA.

(End of Clause)

New Section I – Contract Clauses

I.1 Clauses and Provisions Incorporated by Reference

This contract, as applicable, incorporates by reference the following provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", and then "procurement toolbox").

3.2.2.3.24 Changes or Additions to Make-or-Buy Program

- 3.2.2.3.29 Integrity of Unit Prices
- 3.2.2.3.33 Order of Precedence
- 3.2.2.7.6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
- 3.2.2.8.1 New Material.
- 3.2.4.16 Ordering
- 3.2.4.17 Order Limitations
- 3.2.4.18 Definite Quantity
- 3.2.4.19 Requirements
- 3.2.4.20 Indefinite Quantity
- 3.2.4.32 Option for Increased Quantity
- 3.2.4.33 Option for Increased Quantity-Separately Priced Line Item
- 3.2.4.34 Option to Extend Services
- 3.2.4.35 Option to Extend the Term of the Contract
- 3.2.4.5 Allowable Cost and Payment.
- 3.2.5.3 Gratuities or Gifts.
- 3.2.5.4 Contingent Fees.
- 3.2.5.5 Anti-Kickback Procedures.
- 3.2.5.6 Restrictions on Subcontractor Sales to the TSA.
- 3.3.1.1 Payments.
- 3.3.1.15 Assignment of Claims
- 3.3.1.17 Prompt Payment
- 3.3.1.25 Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR)
- 3.3.1.5 Payments under Time-and-Materials and Labor-Hour Contracts.
- 3.3.1.6 Discounts for Prompt Payment.
- 3.3.1.8 Extras.
- 3.3.1.9 Interest.
- 3.4.1.10 Insurance-Work on a Government Installation
- 3.4.2.3 Taxes-Foreign Cost-Reimbursement Contracts.
- 3.4.2.7 Federal, State, and Local Taxes -- Fixed Price (Noncompetitive Contract).
- 3.5.1 Authorization and Consent.
- 3.5.13 Rights in Data-General
- 3.5.13.1 Rights in Data-General (Alternate I)
- 3.5.13.2 Rights in Data-General (Alternate II)
- 3.5.13.3 Rights in Data-General (Alternate III)
- 3.5.13.5 Rights in Data-General (Alternate V)
- 3.5.18 Commercial Computer Software-Restricted Rights
- 3.5.2 Notice and Assistance Regarding Patent and Copyright Infringement.
- 3.5.3 Patent Indemnity.
- 3.6.1.3 Utilization of Small Business Concerns.
- 3.6.1.4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (September 2001)

- 3.6.2.1 Contract Work Hours and Safety Standards Act-Overtime Compensation.
- 3.6.2.12 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 3.6.2.13 Affirmative Action for Workers with Disabilities
- 3.6.2.16 Notice to the Government of Labor Disputes
- 3.6.2.17 Payment for Overtime Premiums
- 3.6.2.28 Service Contract Act of 1965, As Amended
- 3.6.2.31 Fair Labor Standards Act and Service Contract Act-Price Adjustment
- 3.6.2.33 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment-Contractor Certification.
- 3.6.2.5 Prohibition of Segregated Facilities.
- 3.6.2.9 Equal Opportunity.
- 3.6.3.11 Toxic Chemical Release Reporting
- 3.6.3.16 Drug-Free Workplace
- 3.6.3.9 Refrigeration Equipment and Air Conditioners
- 3.6.4.10 Restrictions on Certain Foreign Purchases
- 3.6.4.2 Buy American Act-Supplies
- 3.6.4.8 Buy American Act-NAFTA Implementation Act - Balance of Payments Program
- 3.8.2.10 Protection of Government Buildings, Equipment, and Vegetation
- 3.9.1.1 Contract Disputes.
- 3.9.1.2 Protest after Award
- 3.10.1.12 Changes-Fixed Price
- 3.10.1.14 Changes-Time-and-Materials and/or Labor-Hours
- 3.10.1.17 Change Order Accounting
- 3.10.1.2 Production Progress Reports
- 3.10.1.3 Penalties for Unallowable Costs
- 3.10.1.7 Bankruptcy.
- 3.10.2.1.1 Subcontracts (Fixed Price) (Alternate I) (See Note 1.)
- 3.10.2.2 Subcontracts (Cost-Reimbursement and Ceiling Contracts) (See Note 1.).
- 3.10.2.3 Subcontracts (Time-and-Materials and Labor-Hour Contracts)
- 3.10.2.5 Competition in Subcontracting.
- 3.10.3.8 Special Tooling
- 3.10.6.1 Termination for Convenience of the Government (Fixed-Price)
- 3.10.6.3.4 Termination (Cost-Reimbursement) (Alternate IV)
- 3.10.6.4 Default (Fixed-Price Supply and Service).
- 3.10.6.7 Excusable Delays
- 3.10.7.1.1 Indemnification under Public Law 85-804 (Alternate I)
- 3.11.29 F.O.B. Origin (April 1999)
- 3.11.34 F.O.B. Destination (April 1999)
- 3.11.68 F.O.B. Origin-Government Bills of Lading or Prepaid Postage.

- 3.2.5.7 Regarding Payments to Influence Certain Federal Transactions.
- 3.6.3.4 Recovered Material Certification.
- 3.8.2.16 Restriction on Severance Payments to Foreign Nationals
- 3.13.4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 2002)
- 3.2.2.3.1 False Statements Offerors
- 3.14.6 Pre-Employment Security Screening of Contractor Employees (July 2004)

I.2 Clauses Provided in Full Text

3.1.7.2 Organizational Conflicts of Interest (August 1997)

a) By submitting and offer or proposal the Offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the TSA Acquisition Management System, "Organizational Conflicts of Interest", or that the Contractor has disclosed all such relevant information.

(b) The Offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(c) The TSA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the judgment of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose

(e) or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract. (e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

(End of clause)

3.2.2.3.37 Notification of Ownership Changes (August 2002)

- (a) The Contractor shall make the following notifications in writing.
- (1) When the Contractor becomes aware that a change in its ownership has occurred or is certain to occur which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer within 30 days.
 - (2) The Contractor shall also notify the Contracting Officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall:
- (1) maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) provide the Contracting Officer or designated representative ready access to the records upon request;
 - (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract when it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to the contract.

(End of clause)

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The Offeror represents that--(1)[] It has made a complete review of its submittal(s) in response to this SIR and that no exemption from mandatory release under FOIA exists, and, (2)[] It has no objection to the release of any contract it may be awarded in whole or in part resulting from this SIR.

OR

The Offeror represents that [] its submittal(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, the Offeror represents that--(1)[] It has specifically identified via placement of restrictive markings on any sensitive documents submitted in response to this SIR such as trade secrets, proprietary information, or commercial or

financial information that is privileged or confidential, and (2) [] It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke an exemption to the FOIA.

[End of Provision]

3.2.2.3.75 Requests for Contract Information (April 2002)

Any contract resulting from this SIR will be considered a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, all information contained in the contract, including unit price, hourly rates and their extensions, may be released to the public upon request. Offerors are therefore urged to mark any sensitive documents submitted as a result of this Screening Information Request SIR that may be deemed as trade secrets, proprietary information, or privileged or confidential financial information.

[End of Clause]

3.2.2.3.76 Representation -- Release of Contract Information (April 2002)

(a) Any contract resulting from the issuance of this Screening Information Request (SIR) may be the subject of a request for release pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) As an aid in responding to requests for information, this provision facilitates the review and screening process used in determining the releasability of the contract(s) in whole or in part. Accordingly, the Offeror's response to this SIR relative to potential release of information contained in any resultant contract is set forth at (c) below.

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The Offeror represents that--(1) [] It has made a complete review of its submittal(s) in response to this SIR and that no exemption from mandatory release under FOIA exists, and, (2) It has no objection to the release of any contract it may be awarded in whole or in part resulting from this SIR.

OR

The Offeror represents that [x] its submittal(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, the Offeror represents that--(1) [] It has specifically identified via placement of restrictive markings on any sensitive documents

submitted in response to this SIR such as trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2) [] It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke an exemption to the FOIA.

[End of Provision]

3.2.5.1 Officials Not to Benefit (April 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

(End of clause)

3.2.5.8 Whistleblower Protection for Contractor Employees (April 1996)

The contractor agrees not to discharge, demote or otherwise discriminate against an employee as a reprisal for disclosing information to a Member of Congress, or an authorized official of an agency or of the Department of Justice, relating to a violation of law related to this contract (including the competition for or negotiation of a contract). Definitions: (1) "Authorized official of the agency" means an employee responsible for contracting, program management, audit, inspection, investigation, or enforcement of any law or regulation relating to TSA procurement or the subject matter of the contract. (2) "Authorized official of the Department of Justice" means any person responsible for the investigation, enforcement, or prosecution of any law or regulation.

(End of clause)

3.6.2.4 Walsh-Healey Public Contracts Act (August 2002)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey public Contracts Act, as amended (41 U.S.C.35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 U.S.C. Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-

202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

3.6.2.35 Prevention of Sexual Harassment (August 1998)

(a) "Sexual Harassment", as used in this clause, means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.

(b) It is TSA policy that sexual harassment will not be tolerated or condoned in the TSA workplace. It is also TSA's intent to effectively address inappropriate conduct before it rises to the levels proscribed by the Equal Employment Opportunity Commission as "sexual harassment".

(c) The Contractor agrees to support this policy in performing work under this contract, and that sexual harassment in any form will not be tolerated in the TSA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address sexual harassment in the TSA workplace or on a TSA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of planned corrective action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the TSA worksite that the Contracting Officer deems to have engaged in sexual harassment.

(g) Any TSA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

(End of clause)

3.6.3.6 Notice of Radioactive Materials

(a) The Contractor shall notify the Contracting Officer or designee, in writing, seven days* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
- (2) Contain a certification that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and Labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

*The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

3.6.3.8 Ozone-Depleting Substances

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82),

including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydro chlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"Warning Contains (or manufactured with, if applicable) [Contractor to insert information], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

(End of clause)

3.6.3.15 Material Requirements

(a) Definitions:

- (1) New as used in this clause, means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and byproducts generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" as used in this clause, means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" as used in this clause, means waste materials and byproducts recovered or diverted from solid waste, but the term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.
- (4) "Remanufactured" as used in this clause, means factory rebuilt to original specifications.
- (5) "Virgin material" as used in this clause, means??
 - (i) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
 - (ii) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) The Contractor agrees to provide supplies that are new, reconditioned, or remanufactured, as defined in this clause, unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

3.9.1-3 Protest (May 2003)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS RFI/RFP (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Transportation Security Administration's (TSA) Request For Information/Request For Proposals (RFI/RFP's) or awards of contracts shall be resolved through the dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA), and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) Offeror(s) initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award a TSA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a RFI/RFP that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the TSA Integrated Business Team, not later than five (5) business days after the date on which the Business Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720
- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the RFI/RFP for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.10.1.24 Notice of Delay (November 1997)

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When the notice is required, the Contracting Officer may extend the time specified in the Schedule for the period determined in the best interest of the Government.

(End of clause)

3.10.2.6 Subcontracts for Commercial Items

I. Definition.

(a) "Commercial item," as used in this clause, means:

(1) Any item, other than real property, which is of a type customarily used for nongovernmental purposes and that--

- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph I(a)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a pending Government contract;

(3) Any item that would satisfy a criterion expressed in paragraphs I(a)(1) or (a)(2) of this clause, but for--

- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) 'Minor' modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications mean modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of

the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor.

(4) Any combination of items meeting the requirements of paragraphs I(a)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance, services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs I(a)(1), (2), (3), or (4) of this clause, and if the source of such services--

- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
- (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed, under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs I(a)(1) through (a)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(b) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

II. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

III. Notwithstanding any other clause of this contract, the Contractor is not required to include any TSA Acquisition Management System provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices, in a subcontract at any tier for commercial items or commercial components:

- (a) Equal Opportunity (E.O. 11246);
- (b) Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (c) Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

- (d) Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)
(flow down not required for subcontracts awarded beginning May 1, 1996).

IV. the Contractor shall include the terms of this clause, including this paragraph IV, in subcontracts awarded under this contract.

(End of clause)

3.10.3.1 Definitions – Government Property (December 1997)

- (a) Accessory item - an item that facilitates or enhances the operation of plant equipment but which is not essential for its operation.
- (b) Agency-peculiar property - Government-owned personal property that is peculiar to the mission of an agency (e.g., military or space property). It excludes Government material, special test equipment, special tooling, and facilities.
- (c) Auxiliary item - an item without which the basic unit of plant equipment cannot operate.
- (d) Common item - material that is common to the applicable Government contract and the Contractor's other work.
- (e) Contractor-acquired property (CAP) - property acquired or otherwise provided by the Contractor for performing a contract and to which the Government has title.
- (f) Contractor inventory –
- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
 - (2) Any property that the Government is obligated or has the option to take over under any type of contract as a result either of any changes in the specifications or plans there under or of the termination of the contract (or subcontract there under), before completion of the work, for the convenience or at the option of the Government; and
 - (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.
- (g) Custodial records - written memoranda of any kind, such as requisitions, issue hand receipts, tool checks, and stock record books, used to control items issued from tool cribs, tool rooms, and stockrooms.

(h) Discrepancies incident to shipment - all deficiencies incident to shipment of Government property to or from a Contractor's facility whereby differences exist between the property purported to have been shipped and property actually received. Such deficiencies include loss, damage, destruction, improper status and condition coding, errors in identity or classification, and improper consignment.

(i) Facilities - when used in other than a facilities contract, means property used for production, maintenance, research, development, or testing. It includes plant equipment and real property. It does not include material, special test equipment, special tooling, or agency-peculiar property.

(j) Facilities contract - a contract under which Government facilities are provided to a Contractor or subcontractor by the Government for use in connection with performing one or more related contracts for supplies or services. A "related contract" as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized. It is used occasionally to provide special tooling or special test equipment. Facilities contracts may take any of the following forms:

(1) Facilities acquisition contract providing for the acquisition, construction, and installation of facilities.

(2) Facilities use contract providing for the use, maintenance, accountability, and disposition of facilities.

(3) A consolidated facilities contract, which is a combination of facilities acquisition and a facilities use contract.

(k) Government-furnished property (GFP) - property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

(l) Government production and research property - Government-owned facilities, Government owned special test equipment, and special Blank Side tooling to which the Government has title or the right to acquire title.

(m) Government property - all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and Contractor-acquired property as defined in this section.

(n) Individual item record - a separate card, form, document or specific line(s) of computer data used to account for one item of property.

(o) Line item - a single line entry on a reporting form that indicates a quantity of property having the same description and condition code from any one contract at any one reporting location.

(p) Material - property that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract. It includes assemblies, components,

parts, raw and processed materials, and small tools and supplies that may be consumed in normal use in performing a contract.

(q) Nonprofit organization - any corporation, foundation, trust, or institution operated for scientific, educational, or medical purposes, not organized for profit, and no part of the net earnings of which inures to the benefit of any private shareholder or individual.

(r) Non-severable -- when related to Government production and research property, means property that cannot be removed after erection or installation without substantial loss of value or damage to the property or to the premises where installed.

(s) Personal property - property of any kind or interest in it, except real property, records of the Federal Government, and naval vessels of the following categories: battleships, cruisers, aircraft carriers, destroyers, and submarines.

(t) Plant clearance - all actions relating to the screening, redistribution, and disposal of Contractor inventory from a Contractor's plant or work site. The term 'Contractor's plant' includes a Contractor-operated Government facility.

(u) Plant clearance officer - an authorized representative of the Contracting Officer assigned responsibility for plant clearance.

(v) Plant clearance period - the period beginning on the effective date of contract completion or termination and ending 90 days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules for each property classification. The final phase of the plant clearance period means that period after receipt of acceptable inventory schedules.

(w) Plant equipment - personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

(x) Precious metals - uncommon and highly valuable metals characterized by their superior resistance to corrosion and oxidation. Included are silver, gold, and the platinum group metals- platinum, palladium, iridium, osmium, rhodium, and ruthenium.

(y) Property - all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and agency-peculiar property.

(z) Property Administrator (PA) - an authorized representative of Contracting Officer assigned to administer the contract requirements and obligations relating to Government property.

(aa) Public body - any State, Territory, or possession of the United States, any political subdivision thereof, the District of Columbia, the Commonwealth of Puerto Rico, any agency or instrumentality of any of the foregoing, any Indian tribe, or any agency of the Federal Government.

(bb) Real property - land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

(cc) Reportable property - Contractor inventory that must be reported for screening in accordance with this subpart before disposition as surplus, to a separate contract or to a special contract requirement governing their use or disposition.

(dd) Reporting activity - the Government activity that initiates the Standard Form 120, Report of Excess Personal Property (or when acceptable to GSA, by data processing output).

(ee) Salvage - property that because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(ff) Scrap - personal property that has no value except for its basic material content.

(gg) Screening completion date - the date on which all screening required by this subpart is to be completed. It includes screening within the Government and the donation screening period.

(hh) Serviceable or usable property - property that has a reasonable prospect of use or sale either in its existing form or after minor repairs or alterations.

(ii) Special test equipment - either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.

(jj) Special tooling - jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items.

(kk) Stock record - perpetual inventory record which shows by nomenclature the quantities of each item received and issued and the balance on hand.

(ll) Summary Record - a separate card, form, document or specific line(s) of computer data used to account for multiple quantities of a line item of special tooling, special test equipment, or plant equipment costing less than \$5,000 per unit.

(mm) Surplus property - Contractor inventory not required by any Federal agency.

(nn) Surplus release date (SRD) - the date on which screening of personal property for Federal use is completed and the property is not needed for any Federal use. On that date, property becomes surplus and is eligible for donation.

(oo) Termination inventory - any property purchased, supplied, manufactured, furnished, or otherwise acquired for the performance of a contract subsequently terminated and properly allocable to the terminated portion of the contract. It includes Government-furnished property. It does not include any facilities, material, special test equipment, or special tooling that are subject to a separate contract or to a special contract requirement governing their use or disposition.

(pp) Utility distribution system - includes distribution and transmission lines, substations, or installed equipment forming an integral part of the system by which gas, water, steam, electricity, sewerage, or other utility services are transmitted between the outside building or structure in which the services are used and the point of origin, disposal, or connection with some other system. It does not include communication services.

(qq) Work-in-process - material that has been released to manufacturing, engineering, design or other services under the contract and includes undelivered manufactured parts, assemblies, and products, either complete or incomplete.

(End of clause)

3.10.3.2.2 Government Property—Basic Clause (December 1997), Alternate II (December 1997)

Add the following paragraphs (c) and (g)(3) – (12) to the basic clause for cost-reimbursement, labor hour, or time and materials contracts that include property.

(c) Title in Government property.

(2) Cost-reimbursement, labor hour, time and materials contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government:

- (A) Issuance of the property for use in contract performance;
 - (B) Commencement of processing of the property for use in contract performance; or
 - (C) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor should Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (g) Risk of loss or damage to GFP.
- (3) Cost, labor hour or time and materials contracts - limited risk of loss. The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraph (4) below.
- (4) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-
- (i) That results from a risk expressly required to be insured under this contract but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
 - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
 - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
 - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by this clause.
- (5) If the Contractor fails to act as provided by subdivision (g)(4)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or non-acceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's personnel. In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:
- (i) Did not result from the Contractor's failure to maintain an approved program or system; or
 - (ii) Occurred while an approved program or system was maintained by the Contractor.
- (6) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor

from such liability. In the absence of such approval, the subcontract should contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(7) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of:

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(8) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(8) in accordance with this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer should give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(9) The Contractor represents that it is not including in the price, and agrees it will not hereafter include in any price to the Government, any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(10) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry insurance under another provision of this contract.

(11) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse the Government, as directed by the Contracting Officer.

(12) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and

execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(End of clause)

3.10.4.14 Assignment of a Quality Reliability Officer (QRO)

The following provisions are a part of this contract.

(a) The Government's Quality Assurance Officer (QAO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract requirements, including the contractor's Quality Assurance Plan (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.

(b) Prior to shipment thereof, the Contractor shall submit to the QAO, for inspection and preliminary acceptance, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QAO constitutes verification by the Government that supplies comply with all contract requirements which are to be completed prior to shipment, including satisfactory completion of factory tests. Any supplies determined by the QAO to be nonconforming shall be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, shall be submitted to the QAO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government shall occur at destination.

(c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QAO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.

(d) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor shall notify the designated resident QAO in writing within 2 workdays (7 workdays if there is not a resident QAO) of the time:

- (1) When contractor inspection or tests will be performed in accordance with the conditions of the contract and
- (2) When the supplies or services performed will be ready for government inspection.

(End of clause)

3.10.5.1 Product Improvement/ Technology Enhancement (April 1996)

(a) At any time during the performance of a contract, a Contractor may submit, or the TSA may solicit, product improvement or technology enhancement proposals for TSA review. Contractors are encouraged to discuss product improvement or technology enhancement ideas with the TSA prior to preparing and submitting a formal proposal. These proposals should suggest methods for performing more economically and/or methods for incorporating emerging technology. Changes may be proposed to save money, to improve performance or reliability, to save energy or space, to satisfy increased data processing requirements, to incorporate technological advances in software, or for other technical or business reasons that the Contractor believes may be advantageous to the TSA. Discontinuance of equipment is subject to negotiations and to the TSA's written approval prior to the introduction of a substitute product.

(b) The Government is not liable for product improvement or technology enhancement proposal preparation costs or any delay in acting upon any proposal. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the TSA within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance or rejection of a proposed change is final and not subject to dispute. Proposals will be valid for a reasonable period of time but not less than 30 days.

(c) The TSA may approve any proposed change, in whole or in part, and, if approved, the change will be incorporated into the contract by mutual agreement. The contract modification will include an equitable adjustment for the resultant costs or savings, if any, and modify any other affected provision of the contract, if any. Until the effective date of the modification, the Contractor shall perform in accordance with the existing contract.

(d) As a minimum, the following information should be submitted by the Contractor with each proposal. The extent and detail provided should be proportionate to the complexity and/or value of the proposed change.

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) A discussion of the functions of systems, equipment, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost and consistent with required performance, reliability, quality, and safety;
- (3) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (4) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (5) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as TSA-furnished property costs, costs of related items, and costs of maintenance and operation;
- (6) A statement of the time by which work must begin on change so as to obtain the maximum benefits of the changes during the remainder of the contract;
- (7) A statement of the effect on the contract completion date or delivery schedule; and
- (8) A reasonable method for sharing in the proposed savings, if any, if the proposed change would result in a reduction in the overall life cycle costs.

(End of clause)

3.11.27 Contract Not Affected by Oral Agreement

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

3.11.28 Contractor's Invoices

The Contractor shall submit itemized invoices as instructed by the Contracting Officer. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of clause)

3.13-8 Foreign Nationals as Contractor Employees (February 2000)

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

(End of Clause)

cy agreements, simplified acquisitions, and commercial item acquisitions) in which contractor employees will work on site at a TSA facility, inclusive of all airports nationwide.

A. All employees assigned to work in a Transportation Security Administration (TSA) facility, inclusive of all airports nationwide, under this contract will be required to undergo a pre-employment security screening investigation prior to being permitted to report to work. The Contractor shall ensure that each employee meets the following criteria:

- 1) Contractor employees must be US Citizens or Legal Permanent Residents. Only US Citizens can access TSA's Information Technology (IT) Systems.
- 2) Contractor employees must undergo a favorable Background Investigation.
 - a) The following Background Investigation Security Paperwork must be completed by the contractor employee and given to the Contracting Officer's Technical Representative (COTR) at least thirty-five (35) days prior to the employment start date:
 - 1) Standard Form (SF) 86, Questionnaire for National Security. (The SF 86 is available at www.opm.gov under standard forms.)
 - 2) Form FD 258, Fingerprint Cards. (Two (2) original Fingerprint Cards are required to be completed and signed by the person taking the fingerprints. Fingerprints can be taken by local law enforcement agencies.)
 - 3) TSA Form 2201, Fair Credit Reporting Act Form.

- b) The COTR will submit the Background Investigation Security Paperwork to the TSA Credentialing Program Office (CPO). This submission must take place at least thirty (30) days prior to the employment start date.
- c) When a contractor employee voluntarily or involuntarily leaves his/her employment under a contract with TSA, the contractor must obtain and return the contractor employee's badge to the COTR on the contractor employee's last day of work at a TSA facility, inclusive of all airports nationwide. The COTR will return the contractor employee's badge to the Office of Security, Physical Security Division.

B. As stated above, contractor employees requiring staff-like access to TSA facilities on a recurring basis (more than 14 days per year) must have a favorably adjudicated fingerprint based criminal history record check, credit check and search of the Office of Personnel Management, Security/Suitability Investigations Index, prior to being issued a permanent TSA Headquarters photo access pass. COTR's should advise the Office of Security, Physical Security Division, if the contract on which the contractor is working will last 90 days or less. Record checks may be conducted prior to or concurrently with a National Agency Check and Inquiries and Credit (NACIC) investigation. The NACIC is the minimum investigative standard for TSA contractor employees.

C. Contractor employees requiring temporary facility access for one to fourteen days or facility maintenance, routine delivery, etc., require only a fingerprint check and/or National Crime Information Center (NCIC) records check.

D. A contractor that participates in the National Industrial Security Program (NISP) may, through their COTR certify, in writing, that their employees have met the standard defined in Paragraph B. above.

(End of Clause)

Section J: Listing of Attachments, Documents, & Exhibits

- a. LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
Follows:

- I. Attachment 1: CRDLs & DIDs
- II. Attachment 2: Performance Specification
- III. Attachment 3: VRTM

SECTION K – REPRESENTATIONS, CERTIFICATIONS, And OTHER STATEMENTS OF OFFERORS

Offeror shall complete and return this section to the Contracting Officer prior to Contract Award.

3.2.2.3-10 Type of Business Organization (April 1996)

The Offeror, by checking the applicable box, represents that--

(a) It operates as ☒ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the Offeror or Quoter is a foreign entity, and it operates as ☐ individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, it is registered for business in

(Country)

(End of Provision)

3.2.2.3-15 Authorized Negotiators (April 1996)

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: Sandra Friede, Program Manager, 978 909 1316 _____ [list names, titles, and telephone numbers of the authorized negotiators].

(End of Provision)

3.2.2.3-23 Place of Performance (April 1996)

(a) The Offeror, in the performance of any contract resulting from this Screening Information Request (SIR), ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this submittal.

(b) If the Offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror

(End of Provision)

3.2.2.3-70 Taxpayer Identification (August 1998)

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104-134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☒ TIN: 043295392 _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have all office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☒ Name and TIN of common parent:

TIN _____

(End of Provision)

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). **THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.
(End of Provision)

3.5.6 Royalty Information

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information may be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of clause)

3.6.2.3 Walsh-Healey Public Contracts Act Representation (January 1998)

The Offeror represents as a part of this offer that the Offeror is ☐ or is not ☐ a regular dealer in, or is ☒ or is not ☐ a manufacturer of, the supplies offered.

(End of Provision)

3.6.2.6 Previous Contracts and Compliance Reports

The Offeror represents that—

- (a) It ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☒ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2.8 Affirmative Action Compliance

The Offeror represents that

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.3.2 Clean Air and Clean Water (April 1996)

(a) Definitions:

- (1) Air Act, as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
- (2) Clean air standards, as used in this clause, means--
 - (i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
 - (ii) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));
 - (iii) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
 - (iv) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).
- (3) Clean water standards, as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
- (4) Compliance, as used in this clause, means compliance with--
 - (i) Clean air or water standards; or
 - (ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
- (5) Facility, as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the

Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(6) Water Act, as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b) (4).

(End of clause)

3.6.4.15 Buy American Act Certificate

(a) The Offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

<u>Excluded End Product</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

[List as necessary]

(b) The Offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number
(August 1997)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which a nine-digit number is assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the Offeror shall submit its DUNS number, annotated as "DUNS" following its name and address on the cover sheet of its proposal.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the Offeror should call Dun and Bradstreet at 1-800-333-0505. The Offeror should be prepared to provide the following information:

- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
 - (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbis.customer/custlist.htm>. If an Offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

(End of provision)

SMALL BUSINESS PROGRAM REPRESENTATIONS (August 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The Offeror represents as part of its offer that it is not a small business concern.

(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that -

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [***The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.***] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that are independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

